



Mountain West Financial, Inc.



COVID-19 ADDENDUM

This COVID-19 ADDENDUM (hereinafter referred to as the “Addendum”) is effective as of May 1, 2020 (Effective Date) amends the WHOLESALER BROKER AGREEMENT currently existing between the Parties (“Agreement”) and is entered into by and between Mountain West Financial, Inc., a California Corporation (hereinafter referred to as “MWF”) and _____ (hereinafter referred to as “Broker”). Each party may be referred to individually herein as Party or collectively as the Parties.

WHEREAS, on March 13, 2020, the President of the United States declared a national emergency based on the pandemic related to a corona virus identified as Covid-19 and various state and local authorities have issued various emergency orders in relation to the pandemic;

WHEREAS, in response to the pandemic, agencies and investor guidelines are changing rapidly;

WHEREAS, the Parties hereby agree that the Agreement should be amended in the manner set forth herein and each have agreed to execute and deliver this Amendment on the terms and conditions set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and of the mutual covenants herein contained, the Parties agree as follows:

1. **Amendment.** In the case that a loan payment forbearance of any kind is sought by any borrower on or before the date the fourth (4th) regularly scheduled payment is made in relation to any loan originated by Broker and funded by MWF under the terms of the Agreement that is (a) a down payment assistance program loan (which generally will have an associated junior lien closed with it, including but not limited to Housing Finance Authority Loans) and (b) in which MWF is charged any fee by any secondary market investor based in whole or part upon the borrower’s forbearance request, Broker shall pay a fee equal to all compensation paid to the Broker, whether paid by MWF or borrower, plus a \$1,000 administration fee (Covid-19 FB Fee). This Covid-19 FB Fee is independent of, and in addition to, any other rights or remedies available to MWF pursuant to the terms of the Agreement. The Covid-19 FB Fee is due to MWF in good funds within 10 days of demand by MWF.

2. **Counterparts.** This Addendum may be executed and delivered by electronic transmission (facsimile or email), and in one or more counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed one and the same Agreement.

Except as specifically modified and amended by this Addendum, that certain Wholesale Broker Agreement between the Parties remains in full force and effect.

Agreed and Accepted:

Broker Company: _____
(Printed Name)

MWF: Mountain West Financial, Inc.

Date: _____

Date: _____

Signature: _____

Signature: _____

Licensed Responsible Party (Print Name)

Authorized Representative of MWF (Print Name)